



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: PD-6

December 16, 2008

The Honorable Board of Supervisors
County of Los Angeles
380 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**MAINTENANCE AGREEMENT BETWEEN
THE CITY OF SANTA CLARITA AND THE COUNTY OF LOS ANGELES
LOST CANYON ROAD LANDSCAPE AND ROADWAY IMPROVEMENTS
UNINCORPORATED COMMUNITY OF CANYON COUNTRY
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action is to approve an agreement between the City of Santa Clarita and the County of Los Angeles for maintenance of landscape and roadway improvements on Lost Canyon Road in the unincorporated area of Canyon Country.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Acting as a responsible agency, find that this project is exempt from the provisions of the California Environmental Quality Act.
2. Approve and instruct the Chairman of your Board to sign the Maintenance Agreement with the City of Santa Clarita. The Maintenance Agreement provides for the City of Santa Clarita to maintain landscape and roadway improvements on Lost Canyon Road at no cost to the County of Los Angeles.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to establish maintenance responsibilities between the City of Santa Clarita (City) and the County of Los Angeles (County) for landscape and roadway improvements on Lost Canyon Road, in the unincorporated community of Canyon Country, at the City's expense.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provision of Service Excellence (Goal 1) and Community Services (Goal 6). By improving Lost Canyon Road, the residents of the City and the unincorporated community of Canyon Country who travel on this road will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The City will provide all the expenses to maintain the landscape and roadway improvements on Lost Canyon Road. Your Board's approval of the attached Maintenance Agreement (Agreement) with the City will result in no financial impact to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The City is proposing a project to construct landscape and roadway improvements along Lost Canyon Road both in the City and in the unincorporated community of Canyon Country. The landscape and roadway improvements are adjacent to an existing City bike trail. The improvements include trees, shrubs, irrigation, solar and battery powered valves, and gravel shoulders. In order to provide for the maintenance of the improvements in a cost-efficient manner, the City proposes to maintain the improvements in the unincorporated community of Canyon Country along with the maintenance of the improvements located within the City at no cost to the County.

The attached Agreement was reviewed and approved as to form by County Counsel. This Agreement was executed by the City on October 13, 2008.

ENVIRONMENTAL DOCUMENTATION

The project to install landscape and roadway improvements is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to

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Section 15304 of the CEQA Guidelines and Class 3(c) of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. These exemptions provide for new landscaping and minor grading of land. The City is the lead agency for this project and a Notice of Exemption was prepared by the City and filed with the County Clerk of the Board on April 4, 2008.

The proposed action to approve the Agreement is not a project pursuant to the CEQA because it is an activity that is excluded from the definition of a project by Section 15378 (b) of the CEQA Guidelines. This proposed action is an administrative activity of government, which will not result in direct or indirect physical changes to the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Execution of the Agreement will enhance Lost Canyon Road by providing for the maintenance of landscape and roadway improvements.

CONCLUSION

Please return one adopted copy of this letter and the Agreement marked CITY ORIGINAL to the Department of Public Works, Programs Development Division. The Agreement marked COUNTY ORIGINAL is for your files.

Respectfully submitted,


for GAIL FARBER

Director of Public Works

GF:SA:dg

Attachment

c: Chief Executive Office (Lari Sheehan)
County Counsel

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT, made and entered into by and between the CITY OF SANTA CLARITA, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, CITY proposes to install landscape and roadway improvements along the west segment of Lost Canyon Road; and

WHEREAS, portions of the proposed landscape and roadway improvements along the west segment of Lost Canyon Road are located within the unincorporated COUNTY area; and

WHEREAS, the proposed landscape improvements located in the unincorporated COUNTY area consist of trees, shrubs, irrigation, solar and battery powered valves, and future electrical systems as shown on Exhibit A (hereinafter referred to as LANDSCAPE IMPROVEMENTS); and

WHEREAS, the proposed roadway improvements located in unincorporated COUNTY area consists of gravel road shoulders as shown on Exhibit A (hereinafter referred to as ROAD IMPROVEMENTS); and

WHEREAS, LANDSCAPE IMPROVEMENTS and ROADWAY IMPROVEMENTS together are hereinafter referred to as PROJECT IMPROVEMENTS; and

WHEREAS, the term MAINTENANCE OF PROJECT IMPROVEMENTS shall mean scheduled monitoring and inspections, repairing, replacing, and cleaning of PROJECT IMPROVEMENTS, as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS

- a. The term MAINTENANCE OF PROJECT IMPROVEMENTS as referred to in this MAINTENANCE AGREEMENT, shall consist of the following:
 1. Maintain water and irrigation systems including utility costs. Irrigation system will be maintained and operated to avoid slope damage, excessive water flooding, or spraying onto the pavement.

2. Replace damaged, unhealthy, or dead plantings as they are observed.
3. Keep PROJECT IMPROVEMENTS free of litter, debris, and deleterious material as practical.
4. Control rodents and pests.
5. Control weed growth before weeds exceed 12 inches in length. Any weed control performed by chemical weed sprays (pesticides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture.
6. Maintain plantings in such condition that they do not interfere with the free flow of traffic, including maintenance of adequate sight distances and visibility of signs, signals, and pedestrians.
7. Prune plantings necessary to control extraneous growth. Plantings shall be pruned using the highest professionally accepted standards in a manner that will encourage good development while preserving their healthy structure and natural appearance.
8. Adequately water and fertilize all plantings to maintain a healthy growth.
9. Maintain ROADWAY IMPROVEMENTS in accordance with COUNTY criteria, standards, policies, and guidelines.

(2) CITY AGREES:

- a. To accept control of that portion of COUNTY area encompassed by PROJECT IMPROVEMENTS, and to thereafter operate and provide MAINTENANCE OF PROJECT IMPROVEMENTS at CITY'S sole cost and expense, all work and improvements constructed as part of PROJECT IMPROVEMENTS within the COUNTY area as shown on Exhibit A.
- b. To fully indemnify, defend, and hold COUNTY, its officers, employees, and agents harmless from and against any and all liability cost and expense arising from or connected with the work and improvements constructed as part of PROJECT IMPROVEMENTS.
- c. To fully indemnify, defend, and hold COUNTY, its officers, employees, and agents harmless and against any and all liability, cost, and expense arising from or connected with the MAINTENANCE OF PROJECT IMPROVEMENTS including but not limited to acts or omissions by CITY, its employees, agents, and third parties contracted by the CITY to operate

and provide MAINTENANCE OF PROJECT IMPROVEMENTS.

- d. Where liability or injury as defined by Government Code Section 810.8 is sought to be imposed under Government Code Section 830 et. seq., for a dangerous condition of property owned by or under the control of COUNTY, to fully indemnify, defend, and hold COUNTY harmless from any and all liability arising from such dangerous condition occurring by reason of any acts or omissions by CITY under this MAINTENANCE AGREEMENT and occurring on that portion of COUNTY area encompassed by PROJECT IMPROVEMENTS.
- e. To repair or replace COUNTY improvements damaged by PROJECT IMPROVEMENTS, at CITY expense.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. If for any reason MAINTENANCE OF PROJECT IMPROVEMENTS by CITY does not meet minimum standards specified herein, COUNTY shall provide CITY with a written notice of CITY'S failure to perform MAINTENANCE OF PROJECT IMPROVEMENTS at a reasonable level. CITY shall respond within thirty (30) calendar days of receipt of said notice. Said response shall describe the action to be taken by CITY to bring the affected areas back into compliance. In the event CITY does not provide such response and take any action to bring the affected areas back into compliance within ninety (90) calendar days of the original notice, CITY will reimburse COUNTY for all costs incurred by COUNTY forces for all MAINTENANCE OF PROJECT IMPROVEMENTS and/or removal of PROJECT IMPROVEMENTS and paving over or otherwise restore the area to a condition satisfactory to COUNTY. Said demand will consist of a billing invoice prepared by COUNTY.
- b. CITY may contract with others for MAINTENANCE OF PROJECT IMPROVEMENTS. CITY shall be solely responsible for all activities associated with MAINTENANCE OF PROJECT IMPROVEMENTS, including third parties contracted by CITY. It is understood that the terms and conditions of this MAINTENANCE AGREEMENT, or any interest herein, or any portion hereto, shall not be assigned or delegated to third parties.
- c. This MAINTENANCE AGREEMENT may be amended or modified in writing only with the consent of COUNTY and CITY.

- d. Any correspondence, communication, or contact concerning this MAINTENANCE AGREEMENT shall be directed to the following:

CITY: Mr. Rick Gould
Director of Parks, Recreation, and Community Services
City of Santa Clarita
23920 Valencia Boulevard
Santa Clarita, CA 91355

COUNTY: Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- e. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY, including but not limited to acts or omissions by CITY, employees, agents and third parties contracted by CITY to operate and provide MAINTENANCE OF PROJECT IMPROVEMENTS, and under or in connection with any work, authority, or jurisdiction delegated to or which is the responsibility of CITY under this MAINTENANCE AGREEMENT. It is also understood and agreed that pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or which is the responsibility of CITY under this MAINTENANCE AGREEMENT.
- f. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 59595 between CITY and COUNTY, adopted by the Board of Supervisors on June 21, 1988, and currently in effect are inapplicable to this MAINTENANCE AGREEMENT.
- g. This MAINTENANCE AGREEMENT shall become effective upon execution by both parties and shall remain in full force unless it is mutually agreed by both parties to terminate this MAINTENANCE AGREEMENT, or upon operation of law.

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IN WITNESS WHEREOF, the parties hereto have caused this MAINTENANCE AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF SANTA CLARITA on October 13, 2008, and by the COUNTY OF LOS ANGELES on _____, 2008.

COUNTY OF LOS ANGELES

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Chairman, Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By Carole Suzuki for
Deputy
Michael Moore

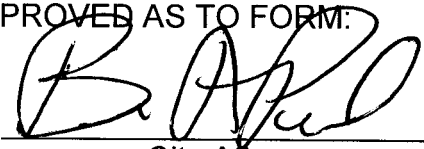
CITY OF SANTA CLARITA

By 
Mayor

ATTEST:

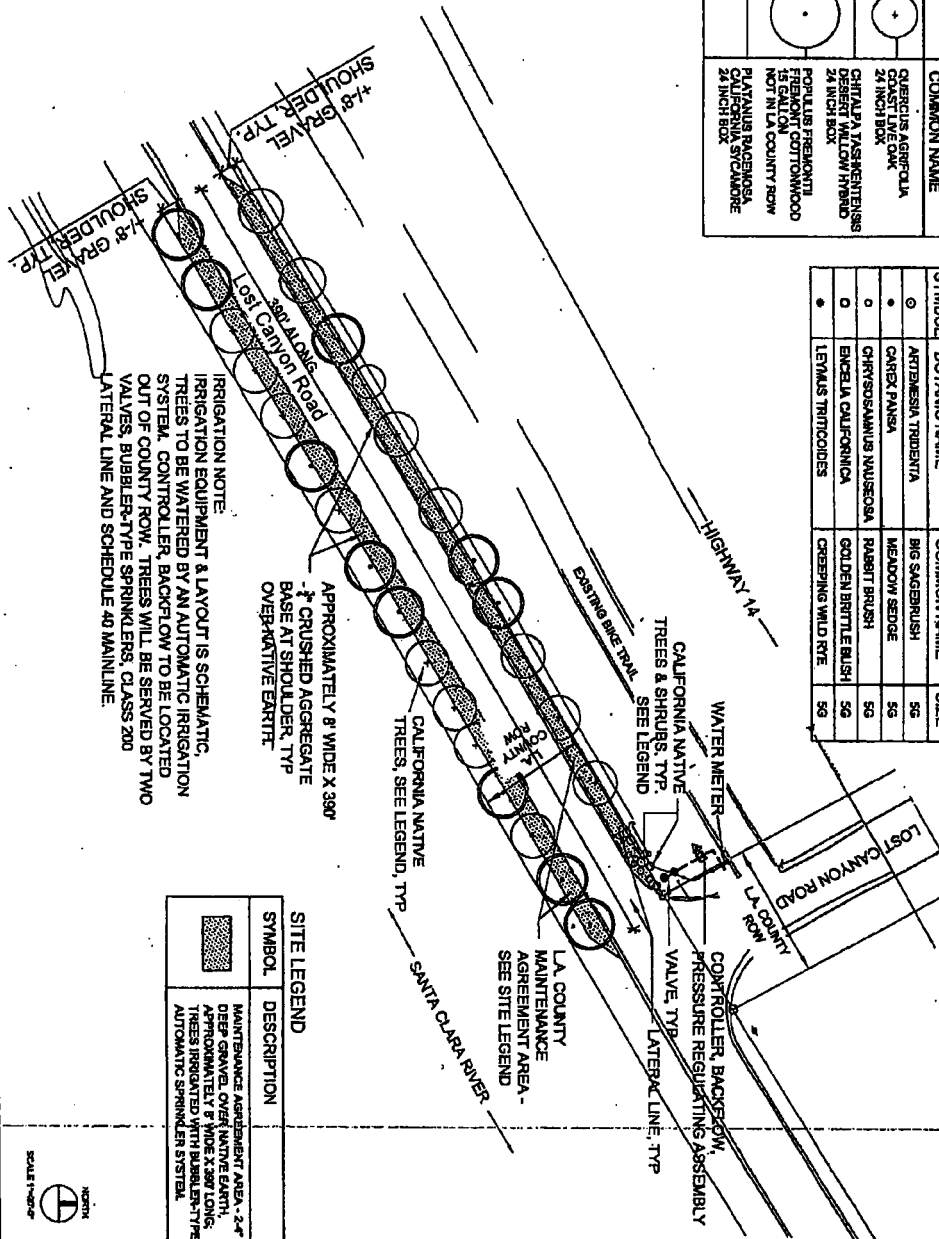
By 
for City Clerk

APPROVED AS TO FORM:

By 
City Attorney

TREE LEGEND	
SYMBOL	BOTANIC NAME COMMON NAME
	QUERCUS AGRIFOLIA COAST LIVE OAK
	CHITALPA TASHKENTENSIS DESERT WILLOW HYBRID
	POPULUS FREMONTII FREMONT COTTONWOOD
	PLATANUS RACEMOSA CALIFORNIA SYCAMORE

SHRUB LEGEND	
SYMBOL	BOTANIC NAME COMMON NAME SIZE
	ARTEMISIA TRIDENTATA BIG SAGEBRUSH 5G
	CAREX PUMILA MEADOW SEDGE 5G
	CHRYSOthAMNUS NAUSEOSUS RABBIT BRUSH 5G
	ENCELIA CALIFORNICA GOLDEN BRITTLE BUSH 5G
	LEMNYS TRITOIDES CREEPING WILD RYE 5G



SITE LEGEND	
SYMBOL	DESCRIPTION
	MAINTENANCE AGREEMENT AREA - 2-4" DEEP GRAVEL OVER NATIVE EARTH, APPROXIMATELY 8' WIDE X 360' LONG, TREES IRRIGATED WITH BUBBLER-TYPE AUTOMATIC SPRINKLER SYSTEM.

SCALE 1"=20'

EXHIBIT A
CITY OF SANTA CLARITA
LOST CANYON TRAILHEAD
LOS ANGELES COUNTY-CITY OF SANTA CLARITA
MAINTENANCE AGREEMENT EXHIBIT